IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1871 OF 1994

Bank of Baroda Plaintiff

versus

M/s.Associated Agencies Defendant

Mr.Aant Bamne for plaintiff.

None for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 27th June 2005

PC :

1. Plaintiff Bank of Baroda has filed this suit against defendant on the basis of a Bill of Exchange which has been duly accepted by the defendant. The Bill of Exchange was ordered to be paid to the plaintiff on the receipt of due date. The Bills of Exchange were drawn as set out in para 2 of the plaint and they were discounted for valuable consideration with plaintiff. They were dishonoured by non payment on due dates by the defendant. It is pointed out that they were represented through a Notary but were again not honoured. Thereafter, notice was

sent to the defendants and despite receipt of advocate’s notice there was no compliance with the requisitions contained therein.

2. There is thus complete compliance with the mandate of Order XXXVII of CPC.. The writ of summons is duly served on the defendant and three affidavits proving service of writ of summons by substituted service affirmed on 8th July 2004 are taken on record and marked "X" collectively for identification.

3. There is no appearance filed although writ of summons was served long time back. There is no defence to the claim in the suit. It is clear that the plaintiffs are entitled to a decree as prayed. Original documents with list are taken on record and marked "X-1" for identification. There shall be a decree as prayed. Refund of court fee and computation of advocates’ costs as per rules. Drawing up of decree is expedited.

(S.C.DHARMADHIKARI, J.)